

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION

TERRY HARTMAN,)	
)	
Plaintiff,)	
)	
vs.)	CAUSE NO. 2:24-cv-00032
)	
GUIDANT GLOBAL, INC. d/b/a)	
BARTECH STAFFING,)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES

Plaintiff, Terry Hartman, for his Complaint against Defendant, Guidant Global, Inc. d/b/a Bartech Staffing (“Bartech”), states the following:

I. Parties

1. Plaintiff is a resident of Zanesville, Ohio.
2. Defendant is an incorporated entity which did business in Lake County, Indiana.

II. Jurisdiction and Venue

3. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. §1331, in that the claims arise under the laws of the United States. Specifically, Plaintiff brings this action to enforce his rights under the FLSA.

4. This court has jurisdiction to hear these state claims pursuant to the court’s supplemental jurisdiction under 28 U.S.C. §1367.

5. Venue in the Northern District of Indiana, Hammond Division, is appropriate by virtue Defendant doing business in this District.

III. Factual Allegations

6. Plaintiff was an employee of Defendant.
7. Plaintiff began working for Defendant on February 20, 2023.
8. Plaintiff worked for Defendant as a Construction Manager.
9. Plaintiff was making \$80.00 per hour working for Defendant.
10. Defendant paid Plaintiff on a weekly basis.
11. Plaintiff worked over 40 hours a week the majority of the weeks that he worked for Defendant: including, but not limited to, the week of April 3, 2023 to April 9, 2023, April 10, 2023 to April 16, 2023, May 15, 2023 to May 21, 2023, and May 22, 2023 to May 28, 2023.
12. Plaintiff worked in Lake County, Indiana for Defendant.
13. Defendant did not pay Plaintiff overtime premiums for any hours worked over 40 hours in a workweek.
14. By failing to pay overtime premiums, Defendant did not pay Plaintiff all of his wages in the correct amount the majority of the weeks that he worked for Defendant: including, but not limited to, the week of April 3, 2023 to April 9, 2023, April 10, 2023 to April 16, 2023, May 15, 2023 to May 21, 2023, and May 22, 2023 to May 28, 2023.
15. Defendant failed to pay Plaintiff at least minimum wages on the pay date for the pay period in which the minimum wages were earned for the week of February 27, 2023 to March 5, 2023.
16. Defendant failed to pay Plaintiff for overtime wages on the pay date for the pay period in which the overtime wages were earned for the week of March 6, 2023 to March 12, 2023.
17. Defendant did not have a good faith reason to not pay Plaintiff overtime premiums for hours worked over 40 hours in a workweek.

18. Plaintiff quit his employment with Defendant effective June 30, 2023.

III. Cause of Action

Count I Failure to Pay Overtime Wages Pursuant to the FLSA, 29 U.S.C. §201 *et. seq.*

19. Plaintiff incorporates paragraphs 1 through 18 by reference herein.
20. Plaintiff was an employee of Defendant pursuant to the FLSA.
21. Defendant is an employer pursuant to the FLSA.
22. Defendant had gross revenues of at least \$500,000.00 for the 2022 calendar year.
23. Defendant had gross revenues of at least \$500,000.00 for the 2023 calendar year.
24. Defendant's violations of the FLSA have damaged Plaintiff.

WHEREFORE, Plaintiff prays that the Court enter a Judgment in favor of Plaintiff and against Defendant in an amount to compensate Plaintiff, liquidated damages, prejudgment interest, attorney fees, costs of this action, and for all other relief which is just and proper in the premises.

Respectfully submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

Count II Wage Payment Statute, I.C. §22-2-5 *et. seq.*

25. Plaintiff incorporates paragraphs 1 through 24 by reference herein.
26. Defendant is an employer pursuant to the Wage Payment Statute.
27. Defendant failed to pay Plaintiff his wages due and owing in the correct amount.
28. Plaintiff has been damaged by Defendant's violations of the Wage Payment Statute.

WHEREFORE, Plaintiff prays that the Court enter a Judgment in favor of Plaintiff and against Defendant for wages owed, liquidated damages, prejudgment interest, attorney fees, costs of this action, and for all other relief which is just and proper in the premises.

Respectfully Submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

IV. Jury Demand

29. Plaintiff incorporates paragraphs 1 through 28 by reference herein.
30. Plaintiff demands a trial by jury.

Respectfully submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49
Counsel for Plaintiff,
Terry Hartman

Weldy Law
11268 Governors Lane
Fishers, IN 46037
Tel: (317) 842-6600
E-mail: rweldy@weldylegal.com